

**BID PACKET DOCUMENTS
FOR
COLLECTION, HAULING & DISPOSAL
OF
GARBAGE, REFUSE & RECYCLABLES
FOR THE
VILLAGE OF WALDEN**

April 2026

Bids must be submitted to the Village of Walden Village Hall 1 Municipal Square, Walden, NY 12586 in a sealed and secured package and must be received by 2:00 p.m., the close of business on May 1, 2026 at which time they will be publicly opened and read aloud at Village Hall, 1 Municipal Square, Walden, New York 12586.

The Village reserves the right to reject any and all bids, to waive technical defects in the proposals, to make an award in whole or in part, to disqualify any bid that fails to conform to the requirements of the bid documents.

CONTACT INFORMATION

For any questions contact:

Kaitlyn Laux, Deputy Village Clerk
Village of Walden
1 Municipal Square
Walden, New York 12586
(845) 778-2177

DATE ISSUED

April 8, 2026

SUBMITTAL DEADLINE

May 1, 2026, 2:00pm ET

SUBMIT SEALED PROPOSALS TO:

Kaitlyn Laux, Deputy Village Clerk
Village of Walden
1 Municipal Square
Walden, NY 12586
(845) 778-2177

**VILLAGE OF WALDEN
NOTICE TO BIDDERS
COLLECTION, HAULING AND DISPOSAL OF GARBAGE, REFUSE
AND RECYCLABLES**

The Board of Trustees of the Village of Walden, County of Orange, State of New York, hereby invites the submission of sealed bids for the collection, hauling and disposal of residential garbage, refuse and recyclables for the Village of Walden for the contract year June 1, 2026 to May 31, 2027 with Village options for years June 1, 2027 to May 31, 2028 and June 1, 2028 to May 31, 2029. This bid also seeks an alternate proposal for the additional collection, hauling and disposal of garbage, refuse and recyclable materials for multi-family properties and commercial properties for the contract year June 1, 2026 to May 31, 2027 with Village options for years June 1, 2027 to May 31, 2028 and June 1, 2028 to May 31, 2029.

Bids must be in writing on the forms furnished and shall be accompanied by a bid guaranty in the amount of 10% of the total contract consideration for the base year, subject to the conditions contained in the Information for Bidders.

Detailed specifications for the above item(s) may be obtained at the Deputy Village Clerk's Office, 1 Municipal Square, Walden, New York 12586 during regular business hours.

All bids are to be submitted on forms obtainable at the Deputy Village Clerk's office and shall be contained in sealed envelopes conspicuously marked "Village of Walden – Garbage Collection Bid"

Sealed bids will be received by the undersigned on behalf of the Village Board up until May 1, 2026 at 2:00 p.m. at the Deputy Village Clerk's office, 1 Municipal Square, Walden, New York 12586 when the same will be publically opened and read aloud

Dated: April 8, 2026

BY ORDER OF THE TRUSTEES OF THE VILLAGE OF WALDEN
KAITLYN LAUX, DEPUTY VILLAGE CLERK

**INFORMATION FOR BIDDERS
REQUIREMENTS OF BID AND DELIVERY**

ALL BIDS MUST BE SUBMITTED ON THE FORMS ANNEXED HERETO AND IN ACCORDANCE WITH PROVISIONS CONTAINED HEREIN.

1. Receipt and Opening of Bid.

The **VILLAGE OF WALDEN** invites bids for the "Bid Item" specified in the "*Notice to Bidders*" as detailed in the specifications attached hereto. Bids will be received at the Office of the Deputy Village Clerk until the time stated in the Notice to Bidders, and then at said place will be publicly opened and read aloud. Bids received after the specified time will not be considered. A bid may be withdrawn prior to the specified time for public opening. No bid may be withdrawn after the time set for public opening.

2. Preparation of Bid.

a. **Sealed envelope.** Each bid shall be submitted in a sealed envelope. The envelope shall have the following information on the outside:

(1). **Bid for: Proposal for Garbage Collection Bids
Village of Walden**

(2). **The name and address of the bidder and the name of the item for which the bid is submitted.**

Bids which are forwarded by mail must be enclosed in another envelope addressed as follows:

Village of Walden 1 Municipal Square Walden, NY 12586	Bid for: Village of Walden Garbage Collection
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b. **Bid Proposal.** All blank spaces on the bid proposal form must be filled in. Prices must be specified in both words and figures and completed in ink or typewritten. Bid proposals must be signed by the bidder and properly acknowledged as specified on the form. Proposals which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, ambiguities or irregularities of any kind may be rejected as informal.

c. **Non-Collusion Certification.** Each bid must be accompanied by a non-collusion certification as required by General Municipal Law Section 103-d. The certification shall be signed by the bidder. A copy of non-collusion certification is annexed hereto.

d. Bid Checklist.

- (1). Sealed envelope property labeled ()
- (2). Bid proposal form ()
- (3). Non-collusion certification ()
- (4). Bid Security- Bond ()
- (5). Letter of Credit ()
- (6). Bidder Questionnaire ()

3. Addenda and Interpretation.

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretations should be in writing addressed to the Deputy Clerk of the Village of Walden 1 Municipal Square Walden, NY 12586 and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid submitted. Any addenda so issued shall become part of the contract documents.

4. Deviations from Specifications.

Minor deviations from specifications need not be specified. Major differences or variances from specifications shall be listed separately from the proposal, and enclosed with the proposal and made a part hereof.

5. Duration of Bid.

Prices and bid shall remain firm and effective for at least forty-five (45) days from date of opening of bids.

6. Performance Bond or Security

A performance bond or security may be required. Please check the General Requirements or Specifications for details.

7. Bid Price.

The prices quoted are to include the complete cost of the work or items bid including all charges, taxes, and all other incidental charges. It is expressly called to the bidders attention that bids are to be complete in all respects as regards to materials, equipment or work to be finished under this contract and that no extras of any kind be allowed.

8. Taxes.

The bid price shall not include any excise or sales taxes from which the Village is exempt.

9. Qualifications of Bidders.

The Village may make such investigations as it deems necessary to determine the ability of the bidder to perform the work or supply the items, and the bidder shall furnish the Village all such information and data for this purpose as the Village may request. The Village reserves the right to reject any bid if the evidence submitted by or investigation of, such bidders fails to satisfy the Village that such bidder is properly qualified to carry out the obligations of the contract or supply the items, and to complete the work contemplated therein. Conditional bids will not be accepted.

10. Statement of Equality.

Reference made to trade means, manufacturer's names, minute details and/or methods of manufacture, including material specifications and/or model numbers in the specification affixed hereto is merely intended to indicate a standard of excellence and/or to more suitably detail and explain the type of product desired. Variations from specifications which do not materially affect the operational capability, the ease of maintenance, the physical ability to fit into space availability, the long-time operational economies and/or spare parts stock and/or procurement shall not preclude the products of and/or all manufacturers from being given due consideration in respect to the award of the contract. The Village reserves the right to approve all proposed "equals".

11. Village's Reservation of Rights.

The contract will be awarded to the lowest responsible bidder furnishing the required security. The Village reserves the right to select the bid proposal, or any separate part thereof if separable, the acceptance of which will best serve the interest of the Village or to reject any and all bids and to readvertise for bids. The Village specifically reserves the right to waive any informalities in the bids tendered.

12. Rejection of Bids.

The Village Board reserves the right to reject any bid if the information submitted in the qualification statement or its investigation of such bidder fails to satisfy the Village Board that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated herein. The Village Board further reserves the right to reject any and all bids.

13. Bidder's Responsibility

Bidders are cautioned not to submit bids until after having made a physical survey of the properties to be serviced and until after thoroughly familiarizing themselves with the number of pick-ups required and the local street system and local conditions.

NOTE: Other requirements are found in the Specifications annexed hereto.

**VILLAGE OF WALDEN
BID SPECIFICATIONS FOR
COLLECTION, HAULING & DISPOSAL OF GARBAGE, REFUSE & RECYCLABLES**

1. The Village of Walden is accepting bids from qualified companies to provide for the collection, hauling & disposal of garbage, refuse & recyclables for single-family and multiple-family households in the Village of Walden. This is a multi-year contract. The initial term shall be for one year (Year 1), commencing on June 1, 2026, and ending on May 31, 2027. The Contract may be extended annually at the Village's sole option for one (1) or two (2) additional one-year terms (Years 2 and 3). The Village will endeavor to give written notice of a contract extension forty-five (45) days prior to the end of the then-current term.

The bid price shall include all costs, expenses and fees required or necessary to perform the services required by the Contract and to otherwise comply with all terms and conditions of the Contract. This includes all labor, equipment, vehicles, tools, implements, ninety-two (92) gallon garbage and recycling collection containers for each unit, materials, transportation, and disposal facilities.

This bid also seeks an alternate proposal for the additional collection, hauling and disposal of garbage, refuse and recyclable materials for multi-family properties and commercial properties for the contract year June 1, 2026 to May 31, 2027 with options for years June 1, 2027 to May 31, 2028 and June 1, 2028 to May 31, 2029.

The Village is also seeking proposals to provide solid waste collection for Village-owned properties, including the removal of trash from waste receptacles along its Main Street corridor.

The bidder must submit a price for Year 1, Year 2 and Year 3.

The Village is a community of approximately 7,000 residents. The Village is approximately 2 square miles in area with approximately 16 miles of roads. The number of household units to be served is approximately 2,300, of which approximately 350 households are senior citizen, single-family, owner-occupied residences.

2A. All garbage, rubbish and other household refuse shall be collected from all residences in the Village on the designated day of each week as selected by the Village. Collection shall be made once a week Monday through Friday. Yard waste collection shall be made once a week Monday through Friday from March to December, weather permitting. All material to be collected shall, unless otherwise indicated, be placed in suitable metal or plastic containers equipped with suitable handles and tight-fitting covers. April through the first week of December of each contract year, leaves may be placed curbside for collection in paper bags only. No container shall exceed ninety-two (92) gallons capacity and together with the material therein shall not weigh more than sixty (60) pounds. Garbage containers will be placed at curbside by residents.

2B. Recyclables shall be collected on the designated day of each week in accordance with Orange County's schedule at no additional cost. Recycled items will be co-mingled and

shall include clear and colored glass, aluminum cans, bi-metal (tin) cans and plastics No. 1-7, newsprint and other paper products. Materials not mandated to be recycled but otherwise accepted by the County shall be collected once a week at no additional cost. Such recycled items shall be source separated from ordinary trash and shall include phone books, corrugated cardboard, magazines, scrap aluminum and household batteries. Recycling containers (96 Gallon Toters) shall be provided to each property by the contractor at no additional cost to the Village or property owner.

2C. The Contractor shall make additional collections to pick-up all large bulk refuse from residences on regularly scheduled collection days. The Contractor shall collect materials such as white goods, furniture, and other household items from all residences serviced under this contract. The pick-up of white goods shall be made in accordance with all applicable governmental regulations; refrigerators must be red-tagged designating that the Freon has been removed. This collection shall be scheduled for dates mutually agreed upon by the contractor and the Village during the months of April and October of each contract year thereafter. Rimless tires shall be separately collected by the contractor once a year from a location and on a date specified by the Village. Residents of the Village of Walden may arrange special bulk refuse collection directly with the contractor at a rate established and collected by the contractor separately from the bulk schedule noted above at a rate agreed upon between those parties. The Village may arrange special bulk refuse collection(s) with the contractor at the rate of \$50 for each pickup requiring a five (5) yard truck and/or \$100 for each pickup requiring a ten (10) yard truck.

3. At the Village's option and where specific conditions warrant, the Contractor shall provide dumpsters of a suitable capacity at specific locations designated by the Village for collection purposes. A maximum of 10 such dumpsters shall be provided by the Contractor to the Village at no additional cost.

4. Each bid shall be accompanied by a certified check or bid bond from a domestic carrier licensed to do business in the State of New York in an amount not less than 10% of the total contract consideration. No bids will be considered unless accompanied by the required guaranty. The Bid Guaranty shall insure the execution of the Agreement and the furnishing of the letter of credit and performance bond by the successful bidder as required by the contract documents.

5. The bidder shall have at least five (5) years of business experience in the field of garbage collection and removal. The bidder shall submit a list of its garbage collection services and contracts in the last five (5) years, including the name of the municipality or other party to the contract, the garbage collection area, and dates of service.

6. If the successful bidder to whom a contract has been awarded fails to furnish the required proof of insurance coverage or performance bond, or to execute the contract as required by these Specifications, such failure shall be sufficient cause to annul the resolution awarding the contract, whereupon the bid bond shall be forfeited to and become the property of the Village of Walden as liquidated damages and not a penalty. In addition, the Village shall be entitled to

recover as damages the difference between the forfeited security and all additional costs, to the Village, including reasonable attorney's fees, arising or resulting from any such failure.

7. The contract is attached to the bidding documents. The terms set forth therein are part of the bidding documents. These Specifications are deemed terms of the contract. Execution of the contract by the successful bidder is a formality, it being understood and agreed that the bid and award of bid constitute a contract. The bidder whose bid has been accepted will be required to appear at the place and at the time designated by the Village, in person, or if a firm or corporation, by a legally authorized representative and shall execute the Agreement not more than ten (10) days after the Notice of Award has been issued.

8. The successful bidder shall be prepared to, and agree to, commence collection on June 1, 2026, unless otherwise agreed by the parties.

SCOPE OF WORK AND REQUIREMENTS

9. **Collection and Disposal Required.** The Contractor agrees to properly collect and remove, transport and dispose garbage, refuse, recyclables and bulk items at the frequency set forth in this contract. The Contractor shall collect from the side of the roadway all such materials packaged in accordance with County and Village regulations.

10. **Collection From All Roads.** The Contractor shall collect such materials from all residences which front upon or have driveway access to all roadways in the Village, including private roads. Material to be collected from residences shall be placed at the edge of pavement of each dwelling. Whenever private roads exist, all materials shall be placed ready for collection at the edge of the road. The Contractor shall not be required to provide service to any property on a private road which, for any reason, is impassable to the contractor's vehicles or would suffer material damage because of the passage of the contractor's vehicles. The Contractor shall promptly notify the Village of the existence of any such situation on the day the contractor determines that such private road is impassable. Each bidder is responsible for familiarizing itself with the location of all roadways and residences.

11. **Labor and Equipment.** The successful bidder shall furnish and properly maintain at its own expense and without liability to the Village, all labor, equipment, vehicles, tools, materials, insurance, tipping fees and transportation necessary and proper to provide an adequate and uninterrupted garbage collection service during the contract term in accordance with all terms, conditions, and requirements set forth.

12. **Time of Collection.** Collection shall start not earlier than 5:30 A.M. and shall be completed by 6:00 P.M. each day, unless express permission is given by the Village for an earlier or later hour. No garbage trucks shall enter the Village's streets for collection prior to 5:30 A.M.

13. **Recycled Materials Collection.** Materials designated to be recycled, by applicable law or regulations or otherwise, shall be collected once (1) per week as required in

¶2B above and delivered to a recycling facility, in accordance with applicable law and regulations. Recyclables collection shall be at no additional cost.

14. **Holidays.** No collection shall be made on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event the mandatory collection day falls on a national holiday, collection shall take place the next business day. The Contractor shall provide the Village with a list of said national holidays at the time of delivery of the contract. Additionally, no collection shall be made when inclement weather precludes the effective collection of refuse as determined by the Village.

15. **Notice of No or Late Collection.** If for any other reason the Contractor cannot collect or will be late collecting on any day, he shall notify the Deputy Village Clerk's Office immediately. This provision shall in no way be interpreted to allow any change in collection days, but is included to impose a duty on the Contractor to keep the Village promptly informed if changes resulting from matters, such as inclement weather, beyond the Contractor's control.

16. **Collection of Bulk Refuse.** The Contractor shall collect and properly dispose all bulk refuse as provided in ¶2C above, at no additional charge. The Contractor shall collect materials such as, but not limited to, refrigerators, washing machines, clothes dryers, stoves, hot water boilers, baby carriages, furniture and other household items from all residences served under this contract. The collection and disposal of such items shall be made in accordance with all applicable laws, rules and regulations. The Contractor shall not be required to collect building materials, nature materials, tires or hazardous materials.

17. **Telephone and Email Facilities.** The Contractor shall maintain sufficient telephone lines and email capability to receive all complaints or inquiries and maintain communication with the Village. On collection days, telephone service shall be maintained between the hours of 5:00 AM and 6:00 PM. The contractor shall assign one of its employees as its agent for the administration of the contract with the Village. Such employee/agent shall be fully familiar with the Village, its street system and the specific collection routes. Such employee/agent shall be the main liaison with the Village for responding to complaints, inquiries or problems and shall be available by telephone during regular business hours.

18. **Due Care.** The Contractor must use due care in collection and disposal of garbage and refuse, both in handling receptacles and in transportation of said materials. The Contractor shall place all garbage cans back into a garbage can enclosure where provided. The Contractor shall not leave any garbage cans in the road or blocking or impeding access to driveways, parking lots, or roads. The contractor shall place empty trash cans with lids on several feet off the streets but not in driveways so as to prevent empty cans from blowing, rolling, or otherwise blocking any road, street or driveway. The Contractor is responsible for all damage to receptacles and enclosures and must clean up all spilled materials or scattered papers or other materials caused by carelessness on the part of the Contractor's employees in handling the materials or caused by the discharge of any materials from trucks during transportation. The Contractor must instruct his employees to be courteous at all times while performing the work. Any differences arising between the Contractor or his employees and the residents of the Village must be settled satisfactorily by the Contractor. Any such difference or dispute concerning

performance of the work not satisfactorily resolved shall be decided by the Village and that decision shall be binding. Work shall continue notwithstanding such dispute.

19. **Detailed Plans of Contractor.** The Contractor must submit (see Questionnaire) a statement indicating his detailed plans for the proposed contract. This should include equipment, crews, specific routing and overlook. The Contractor shall supply detailed inventory including photographs of his equipment and all accessories by type, model, year, manufacturer and anticipated useful life as of the date of the inventory sheet.

20. **Vehicles of Contractor.** The successful bidder shall submit a statement with the proposal showing the number, make and capacity of trucks to be used in the performance of the work. All vehicles shall be watertight and shall be so constructed that materials shall not fall on the highways. Covers shall be provided so that materials shall not blow or fall from the vehicles and such vehicles shall be kept covered. The vehicles shall be kept washed and disinfected daily and shall at all times be subject to the approval of the Orange County Department of Health, New York State Department of Health or any other regulatory agency. The Village Board reserves the right to prohibit the use of any vehicle in the performance of the services that, in the opinion of the Village Board, is not suitable or properly maintained for transportation of the materials contemplated herein. All trucks shall be numbered and shall have the name of the collector and truck number on both sides of the truck, in letters at least four (4) inches in size. All vehicles used to provide the services contemplated shall be inspected and permitted by the Village in accordance with Chapter 247 of the Village Code of the Village of Walden.

21. **“Side-arm” Collection Vehicles.** The Contractor shall be equipped to use “side-arm” collection vehicles wherever possible within the collection area. The Contractor shall provide pickup locations with cans necessary for such side-arm pickup.

22. **Transportation of Materials Collected.** The successful bidder shall transport all materials in accordance with the law and so as to prevent odors or the dropping of any such matter upon streets, private property, or public places. The Contractor shall load all material directly onto the truck; leave all places clean after collecting and loading; and shall be responsible for any spillage while collecting, loading; or transporting the same.

23. **Disposal of Materials.** The Contractor shall dispose of all materials collected at a permitted and lawful disposal site and shall comply with all laws, regulations and rules concerning the disposal of solid waste. Notwithstanding the above paragraph, at such time as Taylor Biomass Recycling is operational, the contractor shall transport and deposit all materials collected to Taylor, pursuant to any agreement executed between the Village and Taylor.

24. **Payment.** Payment will be made to the Contractor on a monthly basis, based on the bid price and payable not later than the 30th day of each month for the preceding month’s work upon approval of a voucher and Contractor’s affidavit for payment submitted on the first day of the month in which payment is sought. The Village agrees to pay the Contractor for pickups to properties issued new Certificate of Occupancy has been issued, the building is occupied, and is being served by the Contractor. The payment shall be made together with other payments to the Contractor.

25. **Inspection.** The Village Board shall have the right to appoint or designate inspectors for the purpose of ascertaining whether or not the Contractor is performing the terms of this contract and the Contractor shall allow the inspectors free access to any and all equipment of the Contractor at all times.

26. **Disposal Information.** The Contractor shall provide to the Village within five (5) days of the Village's request, any and all information and documents pertaining to the materials collected, the disposal site, and tipping fees.

27. **Laws and Permits.** The Contractor, subcontractors, or any person acting on their behalf shall strictly comply with all Federal, State and local laws, including but not limited to the provisions of the Labor Laws of the State of New York applicable to the employment of labor in the performance of the contract. Prevailing wages shall be paid, if applicable. The Contractor shall procure and maintain, at its own expense, any licenses or permits necessary and shall pay any and all license fees or charges. Upon demand of the Village, the Contractor shall furnish a list of the names and addresses of his subcontractors.

28. **Disputes.** In case of a dispute between the Village and the Contractor, work shall continue until the dispute is resolved, or in the event the dispute cannot be resolved, work shall continue until the matter is finally adjudicated by a court.

29. **Non-Discrimination.**

a. In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor, subcontractor, or any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, age, gender or national origin discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. No Contractor, subcontractor, or any person acting on their behalf shall, in any manner, discriminate against any employee hired for the performance of work under this contract on account of race, creed, color, age, gender or national origin.

c. The contract may be canceled or terminated by the Village Board upon sixty (60) days written notice and all monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the non-discriminatory section of the contract.

30. **Behavior of Employees.** It is the intent of these specifications to provide a neat, courteous and obliging collection service. To this end, neither the Contractor, his agents or employees shall solicit, or be permitted to solicit, gratuities of any kind for or during the performance of any work in connection with the collection service; the Contractor and his agents and employees shall be polite and courteous at all times to all persons served and shall give them the benefit of the doubt in all disputes. If the containers are removed or destroyed by the Contractor's workers, the Contractor shall replace them at his expense with new containers equal to the originals. The Contractor shall, without liability on the part of the Village or its officers,

be required to discharge or otherwise discipline any of his agents or employees shown to the satisfaction of the Village Board to have been of neglectful or careless in the conduct of collection service, or who unnecessarily damaged containers or other property of residents, or who was discourteous to any resident.

31. **Designation of Agent.** The Contractor shall assign one of its employees as its agent for the administration of the contract with the Village. Such employee/agent shall be fully familiar with the Village, its street system and the specific collection routes. Such employee/agent shall be the main liaison with the Village for responding to complaints, inquiries or problems and shall be available by telephone during regular business hours.

32. **Report.** The Contractor shall submit, in writing, a monthly report to the Village regarding customer complaints and how such complaints were addressed by the Contractor.

33. **Indemnification.** The Contractor agrees to defend (using attorneys subject to the Village's reasonable approval), indemnify and hold harmless the Village, its officers and employees, from any and all liability, claims, actions, judgments, injuries, damages, and costs, including but not limited to reasonable attorney's fees (all referred to hereafter as "liability"), which may result or arise, directly or indirectly, from the performance of this contract, including but not limited to (a) any breach of this Contract by the Contractor, its subcontractors, or their employees, agents, or representatives; (b) any act or omission of the Contractor, its subcontractors, or their employees, agents, or representatives; or (c) violation or alleged violation of any law, regulation, ordinance or rule by the Contractor, its subcontractor, or their employees, agents, or representatives. The Contractor agrees and acknowledges that the Contractor is not an employee or agent of the Village and that the Village is not an owner, arranger, generator, transporter or storer of any of the materials collected, removed or disposed pursuant to this contract. The Contractor expressly indemnifies and holds harmless the Village, its officers and employees from any and all liability, which may result or arise from any violation, alleged or otherwise, of environmental laws. The Contractor shall take proper measures to guard against all liability. This paragraph shall survive the termination or expiration of this Contract.

34. **Insurance.** The Contractor shall obtain, and at all times keep in effect, liability insurance from an insurance company authorized to do business in the State of New York. Said insurance shall include comprehensive general liability insurance in minimum amounts of \$1,000,000/\$2,000,000; automobile liability insurance covering all vehicles in minimum amounts of \$1,000,000/\$2,000,000; and property damage insurance in minimum amounts of \$1,000,000/\$2,000,000. The Village, its officers and employees shall be named as an additional insured on said policy or policies on a primary and non-contributory basis. The Contractor shall provide to the Village an insurance endorsement and certificate of insurance demonstrating that the Village is named as an additional insured; containing a provision that the Village shall receive written notice of any modification, suspension or cancellation of insurance coverage at least ten (10) days prior thereto; and providing that the Contractor and insurance carrier waive subrogation against the Village. The Village may require the Contractor to produce evidence at the time of the filing of the certificate of insurance that the premium or premiums on said policy have been paid. If a policy is to be canceled for nonpayment of premium, the Village shall have

the right, but not the duty or obligation, to pay said premium and deduct the same from the next payment(s) due to the Contractor under the contract.

The Contractor shall obtain, and at all times keep in effect, a New York State statutory worker's compensation insurance policy and employer's liability insurance policy and provide a certificate of such insurances to the Village.

35. **Security for Faithful Performance.** The successful bidder shall furnish to the Village an irrevocable letter of credit equal to one-half the total contract payment and dumping fees per year to guaranty the faithful performance of the contract. Such letter of credit shall be executed by a reputable New York financial institution acceptable to the Village and shall be delivered to the Village at the time of execution of the contract. In addition, the successful bidder shall furnish the Village with a performance as described above.

36. **Independent Contractor Status.** The Contractor is an independent contractor. Nothing contained herein shall be deemed or construed by the parties nor by any third party as creating the relationship of principal and agent, of employer and employee, or of partnership or of joint venture between the parties hereto.

37. **Non-Transferability of Contracts.** Pursuant to Section 109 of the General Municipal Law:

a. A bidder and/or Contractor, to whom the contract is let, granted, or awarded, is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of same, or of his right, title and interest therein, or his power to execute such contract, to any other person or corporation without previous consent in writing by the Village Board.

b. If any bidder and/or Contractor, to whom the contract is let, granted or awarded shall, without the previous consent in writing from the Village Board assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title or interest therein, or his power to exercise such contract to any other person or corporation, the Village Board shall revoke and annul such contract and the Village Board shall be relieved of any and all liability and obligations arising from the contract to such Contractor, and to the person or corporation to which such contract has been assigned, transferred, conveyed, sublet or otherwise disposed, and any such bidder and/or Contractor, his assigned transferees or sublessees shall forfeit and lose all monies theretofore earned under such contract, except so much as may be required to pay employees. The Village may re-award the Contract will all expenses to be underwritten by the Contractor.

38. **Subcontracts and Assignment.** The Contractor shall make no subcontract for any portion of the work without previously having obtained the written consent of the Village Board. The Contractor shall not assign, transfer, convey or sublet or otherwise dispose of this contract or its right, title of interest in the same, or any part thereof, and shall not assign any of the monies become due and payable under this contract, without prior written consent of the Village Board.

39. **Default.** In the event of the failure of the Contractor to carry out the terms of the contract, the Village Board reserves the right to withhold any compensation that might then be due or become due until such time as the Contractor fulfills its contractual obligation. If the Village Board determines that the Contractor is in default, and the Contractor has not cured said default within forty-eight (48) hours after written notice to the Contractor and the issuer of the performance bond by certified mail, fax, email, overnight service or personally, the Village Board may contract or otherwise provide for the collection and disposal service. The cost thereof, together with any other expenses or damages to the Village, shall be paid by the Contractor. Said amount or any portion thereof may be deducted from any outstanding balances owed the Contractor by the Village Board, draw(s) on the performance bond and/or any other relief available to the Village.

40. **Damages, Remedies and Liquidated Damages.**

a. In the event of the neglect or failure of the Contractor to remove garbage from any of the residences on the day when collections should be made and where the garbage has been properly placed for removal prior to the Contractor passing the residence; or any violation of these specifications or other contract term, the Contractor shall pay to the Village as liquidated damages the sum of Two Hundred and Fifty (\$250.00) Dollars for each such failure or violation if the Village Board shall so elect. It shall be deemed to be a violation of the contract if the Contractor shall permit or suffer any of his drivers or other employees to collect or remove garbage in any way other than as provided herein, or as provided by any rules hereafter adopted by the Village Board; or (ii) to deposit any materials upon property within the Village.

b. In addition to and not in lieu of other available remedies, after notice to the Contractor and upon declaration of the Contractor's default by the Village, the Village may terminate or suspend the contract or perform any part of the work at the expense of the Contractor, as determined by the Village Board to be in the Village's best interest. Upon notice, the Village may contract with another contractor to properly perform the work, at the expense of the Contractor. In addition to the aforesaid, the Contractor shall remain liable for any and all costs incurred by the Village in having the work performed that was the responsibility of the Contractor and the costs, including reasonable attorney's fees, shall be recoverable from the Contractor.

c. Any determination made by the Village Board pursuant to paragraphs (a) or (b) of this section may be appealed by the Contractor to the Village Board within fifteen (15) days of the mailing of the determination to the Contractor. In addition, prior to any action by the Village Board pursuant to paragraph (b) of this Section, the Contractor shall have the opportunity for a hearing before the Village Board.

d. It is understood and agreed that any required payment of damages shall not be deemed a waiver of the Village's right to terminate the contract.

e. The Contractor further agrees that in the event of any default in the performance of the work required hereunder to reimburse the Village all costs, expenses and damages the Village may incur in completing the work in accordance with the contract.

f. It is further understood and agreed that if the Contractor is declared by the Village Board to have defaulted in the performance of the contract, the Contractor shall pay the Village, in addition to the other costs, One Thousand (\$1,000) Dollars per collection day for each day the Contractor is in default, as liquidated damages.

g. It is further understood and agreed that should the Contractor be declared insolvent or bankrupt at any time during the performance of the contract, either by virtue of State or Federal laws, then such adjudication shall in no way terminate the liability of the Contractor under this contract, except as required by law, nor terminate the liability of the financial institution or insurance company securing the performance bond, which security and bond shall remain in full force and effect. Any adjudication of insolvency or bankruptcy may be declared by the Village as a default by the Contractor.

41. **Ownership of Garbage and Recycling Receptacles.** All garbage and recycling receptacles must be offered in a two size option so as to accommodate different levels of use in the Village. The contractor shall be responsible for all repairs and replacements required for said receptacles at no cost to the Village of Walden or the customers utilizing the receptacles.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any other competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; and
4. No person or agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage contingent fee or other benefit.
5. The person signing this bid or proposal, under the penalties or perjury, affirms the truth thereof.

Dated: _____

(Signature of Bidder, if Individual)

(Name of Corporation)

By: _____
(Signature and Title of Officer)

STATE OF NEW YORK)
)ss.:
COUNTY OF)

On _____, 202__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

(CORPORATE SEAL)

AGREEMENT
PUBLIC WORK

THIS AGREEMENT by and between the Village of Walden, a municipal corporation of the State of New York, having its principal offices at 1 Municipal Square, Walden, NY 12586, hereinafter called the "Municipality"; and the "Contractor", as set forth in the attached "Bid Proposal" accepted by the Municipality.

WHEREAS, the Contractor has submitted his proposal in accordance with the documents and/or specifications annexed hereto; and

WHEREAS, the Municipality has awarded the contract to the Contractor in accordance with the General Municipal Law.

NOW, THEREFORE, in consideration for the mutual covenants herein contained the Municipality and the Contractor hereby contract upon the following terms and conditions:

I. THE CONTRACT

It is understood that all the bid documents and/or Specifications attached constitute a part of this agreement; that those documents are incorporated into this agreement as if set out at length at this point and that the award of the contract on the basis of the proposal constitutes a contract; the execution of this agreement being a mere formality.

II. RESPONSIBILITY FOR WORK

The Contractor covenants and agrees that his own proper cost, charge and expense to furnish all machinery, appliances, tools, labor and material necessary or proper to do all the work necessary to construct all the works, equipment, and fixtures appurtenant thereto, as set forth in the Contractor's proposal as accepted by the Municipality.

III. PAYMENT

The Municipality, in consideration of the Contractor faithfully complying with all the terms and conditions herein set forth, agrees to pay the Contractor at the price as set forth in his proposal as accepted by the Municipality, upon the terms and conditions for periodic and/or monthly payments on estimates as may be set forth in the specifications and as authorized by law. Payment requests (claims) shall be on properly completed voucher forms provided by the Municipality.

IV. INTEREST IN CONTRACT

The Contractor agrees that the only person or persons interested as principal or principals in the proposal submitted by the Contractor for this contract are named therein and that no person other than those mentioned therein, except regular agents of Contractor, has any interest in the said proposal or in the securing of the award, and that this contract has been secured without

any connection with any person or persons other than those named, and that the proposal is in all respects fair, and was prepared, and the contract was secured, without collusion or fraud, and that no officer or employee of the Municipality has or shall have a financial interest in the performance of the contract or in the work or business to which it relates, or in any portion of the proceeds thereof.

V: COMPLIANCE WITH LAW

The Contractor agrees to comply with all applicable laws, rules and regulations; the cost of such compliance and the fees for any licenses, certifications and/or permits required by law will be at the expense of the Contractor.

VI. LABOR LAW

The Contractor agrees to comply with all applicable provisions of the Labor Law. Particular attention is drawn to the anti-discrimination provisions. Applicable wage determinations, as may be revised from time to time, shall be deemed inserted as if set forth at length at this point. The Contractor will provide a payment bond, if applicable for the work.

VII. REQUIRED PROVISIONS

All provisions required by law to be inserted into this contract are hereby deemed inserted as if expressly set forth at this point.

VIII. ASSIGNMENT

This contract shall bind the parties hereto, and their heirs, executors, administrators, successors and assigns respectively, and may not be assigned by the Contractor without written consent of the Municipality.

IX. SUBCONTRACTORS

The Municipality reserves the right to approve all subcontractors. The Contractor will notify the Municipality of the name and address of such subcontractor he intends employing, the portion of the work which the subcontractor is to do or the material which he is to furnish, his place of business and such other information as the Municipality may require in order to know whether such subcontractor is reputable and reliable and able to perform the work as called for in the specifications. The Contractor shall not be released from any of his liabilities or obligations under this contract should any subcontractor fail to perform in a satisfactory manner the work undertaken by him.

X. TIME FOR PERFORMANCE

The Contractor shall proceed diligently toward the prompt completion of the work. The Contractor shall have no claim against the Municipality for damages for delay unless the Municipality is found to have caused such damage while acting in bad faith and with deliberate intent. The Municipality agrees that the time for performance may, upon written application, be

extended for such period of time the governing board of the Municipality deems reasonable upon the circumstances.

XI. REMEDIES

In addition to such remedies the Municipality may have in law or equity upon the Contractor's breach of this agreement, the Municipality may terminate or suspend the agreement or perform any part of the work at the expense of the Contractor as is determined to be in the best interest of the Municipality.

XII. NOTICE OF CLAIM

Service of a verified claim on the Deputy Village Clerk within ninety (90) days of accrual of a claim against the Municipality or completion of the work or portion thereof, whichever is earlier, and the expiration of forty (40) days thereafter shall be a condition precedent to the commencement by the Contractor of any action or proceeding with respect to this agreement. Such written verified claim shall be on official voucher forms and shall specify in detail all items of work performed and/or materials supplied, together with supporting documentation in such sufficiency as to permit the Municipality to audit and pay the claim if the same is determined to be valid. A claim accrues at the time the Contractor first realizes that it may be entitled to payment for additional work or materials not specified under the agreement. In no event shall an action be commenced by the Contractor subsequent to the tender of payment on the Contractor's final voucher under this agreement.

Dated:

VILLAGE OF WALDEN

By: _____

CONTRACTOR

By: _____

BIDDER QUALIFICATION QUESTIONNAIRE

It is mandatory that each entity submitting a bid for this contract complete the Bidder Qualification Questionnaire. For purposes of the Questionnaire, the term "Bidder" shall include the entity that is submitting the bid for this contract and the owners, shareholders, partners, officers, directors and high managerial employees of the entity, as well as any parent corporation, subsidiary corporation, sister corporation, affiliated corporation, proprietorship, partnership or other entity related to or associated or affiliated with the entity that is submitting the bid for this contract, and the owners, shareholders, partners, officers, directors and high managerial employees of those related, associated or affiliated entities. For purposes of this Questionnaire, the term "Bidding Entity" shall mean the entity that is submitting the bid for this contract.

All questions must be answered. The failure to complete any portion of this Questionnaire shall render a bid non-responsive. Any omissions or misrepresentations that the Village deems material will also render a bid non-responsive. The Village shall retain the right to reject all bids that are non-responsive.

In the space provided, and using additional sheets if necessary, please answer the following questions:

Name & Address of Bidder:

How many years of experience has the Bidder had in the collection of residential/commercial waste under municipal contracts?

In the last ten (10) years, has the Bidder ever failed to complete a municipal collection contract that was awarded to it? If yes, please describe the details and circumstances.

YES _____

NO _____

List your garbage collection contracts held in the last five (5) years, including name of municipality or other party, dates of service, and name and contact number of individual that oversees contract.

List the equipment, personnel and plan that will be used in the performance of this contract. The nature of the equipment, size of crews, and the collection schedule must be specifically noted.

List the banking institution that will provide the Letter of Credit.

Please list the names of any parent corporation, subsidiary corporation, sister corporation, affiliated corporation, proprietorship, partnership or any other entity related to, or associated or affiliated with the "Bidding Entity"

List and describe the nature of any final felony or misdemeanor criminal conviction of the “Bidder” or guilty plea or pleas of No Contest by the “Bidder” in the last ten (10) years.

In the last ten (10) years, has the “Bidder” as defendant in a criminal action, ever been found guilty of or pled guilty of No Contest to any violation of the Anti-Trust Laws of the United States?

YES _____ NO _____

If yes, please provide the following information:

Date of conviction or plea:

Court where conviction or plea was entered:

Name of defendants who were found guilty or pled guilty or No Contest:

Crimes which defendants were found guilty of or pled guilty to or No Contest to
Sentence imposed by the Court including but not limited to incarceration, probation, and fines.

In the last ten (10) years, has the “Bidder,” as a defendant in a civil action, ever been adjudicated in violation of the Anti-Trust Laws of the United States, had a verdict of judgment entered against it for any violation of the Anti-Trust Laws of the United States or has the “Bidder” ever entered into an settlement agreement, consent agreement, or other similar agreement that resolved a civil action in which a violation of the Anti-trust Laws of the United States was alleged?

YES _____ NO _____

If yes, please provide the following:

State whether the civil action resulted in a verdict, judgment, consent agreement or settlement agreement.

The date of the verdict, judgment, consent agreement or settlement agreement

The name of the Court in which the verdict was rendered, the judgment entered or the consent or settlement agreement recorded.

The names of the defendants against whom the verdict or judgment was entered.

The amount of the verdict or judgment.

Does the "Bidder" own and/or operate any site(s) that is/are Superfund sites as designated by the Environmental Protection Agency on its National Priority List for site cleanup?

YES _____ NO _____

If yes, please provide the name and location of each site.

Provide appropriate financial statements for the last three (3) years including (to the extent applicable) the following:

- Annual Reports
- Most recent form 10-K
- Certified financial statement
- Provide a minimum of four (4) references from creditors and/or suppliers

Dated _____ this day of _____, 2026

Name of Bidder

By: _____
Title

BID PROPOSAL

_____ (Bidder), a (corporation, partnership, sole proprietorship) organized under the laws of the State of _____, having examined the Bid Specifications and other documents, in compliance with the Village of Walden invitation for bid on Village of Walden for Collection, Hauling & Disposal of Garbage, Refuse & Recyclables hereby proposes to furnish the services specified at the prices set forth. Bidders must submit prices for all years.

MAIN BID

One year contract with two (2) one year options for the collection, hauling and disposal of garbage, residential refuse and recyclable materials for the contract year June 1, 2026 to May 31, 2027, with two (2) one year options for the years June 1, 2027 - May 31, 2028 and June 1, 2028 – May 31, 2029 and such other services as may be required in the Information for Bidders and Specifications for the price of:

Year 1 (June 1, 2026, to May 31, 2027):
_____/_____
(words) (figures)

Year 2: (June 1, 2027 to May 31, 2028)
_____/_____
(words) (figures)

Year 3: (June 1, 2028 to May 31, 2029)
_____/_____
(words) (figures)

ALTERNATE NUMBER ONE

One year contract with two (2) one year options for the collection, hauling and disposal of garbage, refuse and recyclable materials for multi-family and commercial properties:

Year 1 (June 1, 2026, to May 31, 2027):
_____/_____
(words) (figures)

Year 2: (June 1, 2027 to May 31, 2028)
_____/_____
(words) (figures)

Year 3: (June 1, 2028 to May 31, 2029)
_____/_____
(words) (figures)

The contract may be awarded by the Village based upon the total bid or portion thereof as determined to be in the best interests of the Village. The bid will remain open for 45 days. Acceptance of this bid by the Village constitutes a contract. Bidder agrees that this bid is made in accordance with the Village specifications and documents.

Bidder acknowledges receipt of the following addenda:

Respectfully submitted,
Bidder: _____

By: _____
CORPORATE
SEAL

Accepted by resolution dated: _____

Kaitlyn Laux, Deputy Village Clerk